



Department of Health Executive Office on Aging

RELEASE DATE: [DECEMBER 23 2014](#)

REQUEST FOR PROPOSALS No. RFP 15.EOA.PAC

SEALED OFFERS FOR

Public Awareness Campaign on Long Term Services and Supports

STATE OF HAWAII
DEPARTMENT OF HEALTH, EXECUTIVE OFFICE ON AGING

WILL BE RECEIVED UP TO **4:00 P.M. (HST)** ON

[JANUARY 23, 2015](#)

IN THE EXECUTIVE OFFICE ON AGING, 250 SOUTH HOTEL STREET, SUITE 406, HONOLULU, HAWAII 96813. THE ENVELOP OR ENCLOSURE CONTAINING PROPOSALS SHOULD BE CLEARLY MARKED WITH THE RFP NUMBER. ELECTRONIC RESPONSES SHALL NOT BE ACCEPTED. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO [CAROLINE CADIRAO](#), TELEPHONE (808) [586-0100](#), FACSIMILE (808) 586-0185 OR E-MAIL AT CAROLINE.CADIRAO@doh.hawaii.gov.

Wesley Lum, PhD, MPH
Director, Executive Office on Aging
Procurement Officer

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SECTION ONE

INTRODUCTION, TERMS AND ACRONYMS, KEY DATES

1.1 INTRODUCTION

The Department of Health, Executive Office on Aging (EOA) is requesting proposals for conducting a public education and awareness campaign on long term services and supports, and administering the program. Any award will result in a contract for the scope of work found in this RFP Section 2.

1.2 CANCELLATION

The Request for Proposals (RFP) may be cancelled and any or all proposals rejected in whole or in part, without liability to the State, when it is determined to be in the best interest of the State.

1.3 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

BAFO	=	Best and Final Offer
CPO	=	Chief Procurement Officer
DAGS	=	Department of Accounting and General Services
DOH	=	Department of Health
EOA	=	Executive Office on Aging
GC	=	General Conditions, issued by the Department of the Attorney General
GET	=	General Excise Tax
GP	=	General Provisions
LTSS	=	Long Term Services and Supports
Medicaid	=	In the U.S., social health care program for families and individuals with low income & limited resources
Medicare	=	In the U.S., federal social insurance program that guarantees access to health insurance for Americans aged 65 & older who have worked & paid into the system
Procurement Officer	=	The contracting officer for the State of Hawaii, Department of Health, Executive Office on Aging
RFP	=	Request for Proposals
State	=	State of Hawaii, including its departments, agencies, and political subdivisions

1.4 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposal Due date/time" is delayed, the rest of the schedule will likely be shifted by the same number of days. Any change to the RFP Schedule and Significant Dates shall be reflected in and issued in an addendum. The approximate schedule is as follows:

Release of Request for Proposals	12/23/2014
Pre-proposal Conference	12/30/2014
Due date to Submit Questions	01/05/2015
State's Response to Questions*	01/09/2015
Proposals Due date/time	01/23/2015 at 4:00 p.m. HST
Proposal Evaluations	Estimate 01/23 - 02/06/2015
Discussion with Priority Listed Offerors (if necessary)	Est. 1/23 - 02/06/2015
Best and Final Offer (if necessary)	Est. 1/23 - 02/06/2015
Notice of Award	Est. 02/06/2015 - 02/15/2015
Contract Start Date	Est. 03/01/2015 - 03/15/2015

1.5 PRE-PROPOSAL CONFERENCE

The purpose of the pre-proposal conference is to provide Offerors an opportunity to be briefed on this procurement and to ask any questions about this procurement. The pre-proposal conference is not mandatory; however, Offerors are encouraged to attend to gain a better understanding of the requirements of this RFP.

Offerors are advised that anything discussed at the pre-proposal conference does not change any part of this RFP. All changes and/or clarifications to this RFP shall be done in the form of an addendum.

The pre-proposal conference is my invitation only and will be held as follows:

Date: Tuesday, 12/30/2014

Time: 10:00 a.m.

Location: via webex (link is

<https://eoa.webex.com/mw0401/mywebex/default.do?siteurl=eoa>

Follow this link to register and get confirmation on how to attend the WebEx.

1.6 QUESTIONS AND ANSWERS PRIOR TO OPENING OF PROPOSALS

All questions shall be submitted by the due date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

The State will respond to questions through Addenda/Amendments by the date specified in Section 1.4, *RFP Schedule and Significant Dates*, as amended.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.1 PROJECT OVERVIEW AND HISTORY

Hawaii's aging population is rapidly increasing as more and more residents born during the baby-boom era of 1946-1964 turn sixty years of age. Between 1980 and 2010, the number of adults in Hawaii over the age of sixty grew by 139.8 percent. The increase in the number of adults in Hawaii over the age of eighty-five during this period is even more extreme at 431.5 percent. Moreover, Hawaii's adult population over the age of sixty will comprise 29.7 percent of the total population by 2035.

More of Hawaii's elderly population is living with multiple, chronic health conditions. Moreover, this population is increasing at a steady rate indicating an increased need for long-term services and supports (LTSS) in the State of Hawaii. "Long-term services and supports" means the kinds of assistance and help that meets both the medical and non-medical needs of people with chronic illnesses or disabilities who cannot care for themselves for long periods of time. These services and supports can be provided in one's home, allowing aging in place, or in a community based setting such as a specialized care facility.

The 2014 State Legislature found that many people in Hawaii are not familiar with how to finance their LTSS in home and community based settings. For example, many believe that Medicare will pay for their LTSS, if needed, according to a 2011 survey of Hawaii AARP members. However, in reality, LTSS is not covered by Medicare or regular private health insurance.

The 2014 Legislature passed Senate Bill 2346, SD1, HD2, CD1 which was enacted into law as Act 151. Part II, Section 6 of this Act states that Hawaii residents require basic information about LTSS, including the different types of LTSS and LTSS providers, the statistical risk of requiring LTSS, and the associated costs, to be motivated to provide for their own or family members' LTSS needs, and that a LTSS education and awareness campaign will help provide this information to better Hawaii residents to plan for future LTSS needs.

Act 151 requires the EOA to conduct a public education and awareness campaign on LTSS and to appropriate funds to administer and evaluate the program. In addition, EOA shall submit a report to the legislature, including an independent evaluation of the effectiveness of the campaign and recommendations on the status of the campaign, no later than twenty (20) days prior to the convening of the Regular Session of 2017.

Overall campaign goals shall include:

1. Informing the public of the likelihood of needing LTSS;

2. Educating the public on maximizing the length of time independent living is possible and the risks presented by a lack of planning for LTSS needs;
3. Educating the public about the costs of LTSS, including information about:
 - a. LTSS not being covered by Medicare or regular private health insurance;
 - b. The limits of Medicaid eligibility and benefits; and
 - c. The value and availability of current financing and delivery options to obtain LTSS;
4. Providing the public with resources to navigate the complexities of planning for LTSS and informing the public of the agencies that provide such services.

The problem today is that millions of individuals and families are failing to plan or prepare for a life-altering event. Surveys show that younger and middle-aged Americans do not grasp the need to plan for such eventualities and underestimate the gravity of the financial risks of not being prepared.

A private-sector approach to address the LTSS problem would educate the public and seek to reinvigorate economic incentives for more individuals to provide for their retirement, encourage the private provision of care, and re-energize the private long-term care insurance market. However, a formidable obstacle to this approach is simply the lack of public awareness, thus emphasizing the need for the creation of effective messaging in the following areas:

1. Vendors should create new messaging for LTSS. The phrase “long-term services and supports” is widely misunderstood and evokes negative feelings about fear of the unknown and the loss of independence. Many people immediately think of long-term care insurance and/or nursing homes when the phrase is heard.
2. Establish a link between caregiving and LTSS, and that caregivers provide the help that enables people to remain and live independently in their home;
3. Clarify the concept of caregivers as it should include unpaid, as well as paid, individuals; and
4. Emphasize the positive benefits of planning for LTSS.

Act 151 appropriated state funds for fiscal year 2014-2015 for EOA to conduct a public education and awareness campaign on LTSS, and for EOA to obtain an independent evaluation of the campaign’s effectiveness. EOA expects that the awardee of this RFP will leverage additional funds and resources through public-private partnerships to insure sustainability.

2.2 SCOPE OF WORK

The Executive Office on Aging requests proposals from qualified Offerors who can provide a comprehensive public education and awareness campaign on LTSS in accordance with Act 151. All services shall be in accordance with this RFP, including its attachments and any addenda.

The public education and awareness campaign shall be a comprehensive effort that includes multiple components (messaging, grassroots outreach, media relations, government affairs, and detailed budget) to attain the following outcomes:

1. Hawaii residents are informed about the need for LTSS.
2. Hawaii residents understand the associated risks of not being prepared for LTSS
3. Hawaii residents are educated on the costs of LTSS
4. Hawaii residents have resources to navigate the complexities of planning for LTSS

A public awareness campaign is not just billboards, television commercials, social media or fundraising.

2.2.1 Marketing Plan:

The Offeror shall demonstrate an outline for a marketing plan. The components of the marketing plan shall include the mission, objectives, strategy, activities as outlined in an implementation plan, and budget. The strategies shall include how the Offeror proposes to leverage support of grass roots leaders, champions, stakeholders, and government.

The Offeror shall describe the most efficient way to conduct an effective public awareness campaign which will address the message, the public education, and public relations to accomplish the following objectives:

1. Hawaii residents will understand the risks and costs of their LTSS;
2. Hawaii residents will plan for their future LTSS financing needs;
3. Hawaii residents will understand how to navigate the complexities of planning for their LTSS.

2.2.2 Market Segmentation, Targeting, and Messaging

- A. Market Segmentation and Targeting: The Offeror shall demonstrate in their proposal a marketing strategy that involves dividing a broad target market into subsets of consumers who have common needs and priorities, and then designing and implementing strategies to target them. A target market is a group of customers towards which the Offeror has decided to aim its marketing efforts. A well-defined target market is the first element to a marketing strategy.

These may include:

1. Primary:
 - a) Various Age Cohorts:
 - 1) 35-49 – Potential caregivers in the future.
 - 2) 50-64 – Caregivers, people that can still plan for future LTSS needs.
 - 3) 65-75 – Caregivers, Older adults receiving care including those with Alzheimer's and Related Dementias.

- b) Public Policymakers.
- 2. Secondary:
 - a) Children caregiving for parents.
 - b) Children who are potential caregivers for elder parents.
 - c) Women, as they are the typical caregiver.
- 3. Tertiary:
 - a) Labor unions (e.g., ILWU, HGEA, Local 5, etc.).
 - b) Health care facilities operators (e.g., adult day care, adult residential care homes, assisted living facilities, adult foster homes, etc.).
 - c) Life insurance agents.
 - d) Estate Planners.
 - e) Financial Planners.
 - f) Case Managers.

B. Media Relations Strategies: The Offeror shall address how to coordinate media strategies with multiple media outlets to push forward the public awareness campaign.

2.2.3. Public Education: The Offeror shall engage key audiences in the issue such as organizing and providing outreach by gathering support at the local level.

2.2.4. Implementation Plan:

- A. The Offeror shall create a detailed document that outlines the goals and tangible activities that describes each of the components of the public awareness campaign. The Offeror shall include the development of the marketing plan and then how Offeror proposes to implement the plan.
- B. The Offeror shall describe in its implementation plan the deliverable due dates from the beginning of the project period through August 2016.
- C. The Implementation plan will be used as the guiding principle to track the success of each activity. This plan will be part of the independent evaluation process.

2.2.5 Budget

- A. The Offeror shall submit a detailed budget on Form OF-2 that outlines the line item costs associated with the marketing plan, the media relation strategies, and the public education component, as well as the cost associated with the independent evaluation piece. The budget shall detail the labor, material, supplies, applicable taxes and any other costs incurred to complete the deliverables in the Scope of Work. Additional sheets may be included.
- B. The Offeror shall also demonstrate in their proposal how they will leverage additional funds and resources through public-private partnerships in order to insure sustainability of the campaign.

2.2.6 Evaluation Plan

- A. Secure an independent, external evaluator to measure the public awareness campaign's effectiveness increasing Hawaii residents' knowledge of:
 - 1. Their need for LTSS,
 - 2. The costs for LTSS
 - 3. The benefits for planning for LTSS to enable them to live independently
 - 4. Resources (including organizations) that will enable them to navigate the complexities of planning for LTSS.

- B. The independent, external evaluator will design an evaluation to measure changes in the above outcomes in the three market segments that resulted from the public awareness campaign. The design should include the:
 - (1) measures and indicators that will be used to assess effectiveness;
 - (2) data collection strategy including how and when the data will be collected;
 - (3) subjects of the data collection, their numbers, and the method of selection;
 - (4) data analysis that will be performed to assess effectiveness.

- C. The evaluator will prepare a report that:
 - (1) describes the implementation of the intervention and their activities
 - (2) the result of the activities in reaching their market segments
 - (3) the effectiveness of the intervention

2.3 THE AWARDED OFFEROR REPORTS TO THE HAWAII DEPARTMENT OF HEALTH, EXECUTIVE OFFICE ON AGING

- 2.3.1 Offeror shall submit to the Hawaii, Department of Health, Executive Office on Aging quarterly narrative reports that describe accomplishments as they relate to the Implementation Plan.

- 2.3.2 Offeror shall have the initial 3 months to develop the Marketing Plan. Once developed, the Offeror shall submit the plan to the State for review and approval.

- 2.3.3 Offeror shall keep open lines of communication both verbally and in writing with the Department of Health, Executive Office on Aging.

- 2.3.4. Final report draft shall be submitted to the Department of Health, Executive Office on Aging by October 1, 2016. DOH/EOA has 15 days to review.

- 2.3.5 Final report shall be submitted to the DOH/EOA by November 15, 2016.

2.4 HAWAII DEPARTMENT OF HEALTH, EXECUTIVE OFFICE ON AGING RESPONSIBILITIES

- 2.4.1 The role of the DOH, Executive Office on Aging, is to promote policy changes and implement programming on a statewide basis as it relates to LTSS.
- 2.4.2 EOA will make all necessary decisions regarding the implementation of the public education and awareness campaign on LTSS.
- 2.4.3 EOA will be responsible to review and accept the draft reports as well as the final report to be submitted to the 2017 State Legislature.

2.5 TERM OF CONTRACT

The contract shall be for a period of 22 months and is intended to begin approximately on March 1, 2015 and end on December 31, 2016.

Unless terminated, the Contractor and the State may extend the term of the contract for number of additional periods additional describe period, i.e. 12-month, etc. period or portions thereof without the necessity of re-soliciting, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract. The contract price or commission paid to the Contractor for the extended period shall remain the same or as described in the offer.

When interests of the State or the Contractor so require, the State or the Contractor may terminate the contract for convenience by providing six (6) weeks prior written notice to the other party.

2.6 CONTRACT ADMINISTRATOR

For the purposes of this contract, [Caroline Cadirao](#), [Grants Management Chief](#), (808) [586-0100](#), or authorized representative, is designated the Contract Administrator.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.1 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

The State will not participate in determinations regarding an Offeror's authority to sell a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer.

3.2 REQUIRED REVIEW

- 3.2.1 Before submitting a proposal, each Offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the RFP. Offeror must also become familiar with State, local, and Federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.
- 3.2.2 Should Offeror find defects and questionable or objectionable items in the RFP, Offeror shall notify the Department of Health, Executive Office on Aging in writing prior to the deadline for written questions as stated in the RFP *Schedule and Significant Dates*, as amended. This will allow the issuance of any necessary corrections and/or amendments to the RFP by addendum, and mitigate reliance of a defective solicitation and exposure of proposal(s) upon which award could not be made.

3.3 PROPOSAL PREPARATION COSTS

Any and all costs incurred by the Offeror in preparing or submitting a proposal shall be the Offeror's sole responsibility whether or not any award results from this RFP. The State shall not reimburse such costs.

3.4 TAX LIABILITY

- 3.4.1 Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Contractor is advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and at the 4% rate for the islands of Hawaii, Maui, Molokai, and Kauai. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.
- 3.4.2 Federal I.D. Number and Hawaii General Excise Tax License I.D. Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

3.5 PROPERTY OF STATE

All proposals become the property of the State of Hawaii.

3.6 CONFIDENTIAL INFORMATION

3.6.1 If an Offeror believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld from disclosure as confidential, then the Offeror shall inform the Procurement Officer named on the cover of this RFP in writing and provided with justification to support the Offeror's confidentiality claim. Price is not considered confidential and will not be withheld.

3.6.2 An Offeror shall request in writing nondisclosure of information such as designated trade secrets or other proprietary data Offeror considers to be confidential. Such requests for nondisclosure shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

3.7 EXCEPTIONS

Should Offeror take any exception to the terms, conditions, specifications, or other requirements listed in the RFP, Offeror shall list such exceptions in this section of the Offeror's proposal. Offeror shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any. The State reserves the right to accept or not accept any exceptions.

No exceptions to statutory requirements of the AG General Conditions shall be considered.

3.8 PROPOSAL OBJECTIVES

3.8.1 One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective.

3.8.2 Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content.

3.8.3 When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

3.8.4 The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in Section 2.2 SCOPE OF WORK.

- 3.8.5 Offeror shall submit a proposal that includes an overall strategy, timeline and plan for the work proposed as well as expected results and possible shortfalls.

3.9 PROPOSAL FORMS

- 3.9.1 To be considered responsive, the Offeror's proposal shall respond to and include all items specified in this RFP and any subsequent addendum. Any proposal offering any other set of terms and conditions that conflict with the terms and conditions providing in the RFP or in any subsequent addendum may be rejected without further consideration.

- 3.9.2 Offer Form, Page OF-1. Offer Form, OF-1 is required to be completed using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, in the appropriate space on Offer Form, OF-1 (SECTION SEVEN, Attachment 1). Failure to do so may delay proper execution of the Contract.

The Offeror's authorized signature on the Offer Form, OF-1 shall be an original signature in ink, which shall be required before an award, if any, can be made. The submission of the proposal shall indicate Offeror's intent to be bound.

- 3.9.3 Offer Form, Page OF-2. Pricing shall be submitted on Offer Form OF-2 (SECTION SEVEN, Attachment 2). The price shall be the all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive.

3.10 PROPOSAL CONTENTS

Proposals must:

- 3.10.1 Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
- 3.10.2 Include a signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.
- 3.10.3 If subcontractor(s) will be used, append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
- a. The general scope of work to be performed by the subcontractor;
 - b. The subcontractor's willingness to perform for the indicated.
- 3.10.4 Provide all of the information requested in this RFP in the order specified.
- 3.10.5 Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.

- a. Section 1: Transmittal Letter
See SECTION SEVEN, Attachment 1, Offer Form OF-1.
- b. Section 2: Experience and Capabilities.
 - 1) Ability to coordinate and facilitate small and groups, presentations, and events such as educational fairs and displays.
 - 2) Ability to compile and articulate ideas both orally and in writing.
 - 3) A detailed description of the Offeror's relevant knowledge and experience with development of a marketing plan, targeting, messaging, strategies and public education.
 - 4) A complete, relevant, and current client listing.
 - 5) The number of years Offeror has been in business and the number of years Offeror has performed services specified by this RFP, either by contract or past/present employment.
 - 6) A list of key personnel and associated resumes for those who will be dedicated to this project.
 - 7) A list of at least three (3) references from the Offeror's client listing that may be contacted by the State as to the Offeror's past and current job performance. Offeror shall provide names, titles, organizations, telephone numbers, email and postal addresses.
 - 8) A summary listing of judgments or pending lawsuits or actions against; adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.
 - 9) A list of sample projects and/or examples of written plans from another marketing plan.
- c. Section 3: Current Status of the Publics' Understanding of LTSS
- d. Section 4: Description of the Problem Statement
- e. Section 5: Goals and objectives described
- f. Section 6: Detailed strategies
- g. Section 7: Attached implementation plan and activities
- h. Section 8: Pricing.
See SECTION SEVEN, Attachment 2, Offer Form OF-2.
- i. Exceptions. See Section 3.7.

3.11 RECEIPT AND REGISTER OF PROPOSALS

Proposals will be received and receipt verified by two or more procurement officials on or after the date and time specified in Section One, or as amended.

The register of proposals and proposals of the Offeror(s) shall be open to public inspection upon posting of award pursuant to section 103D-701, HRS.

3.12 BEST AND FINAL OFFER (BAFO)

If the State determines a BAFO is necessary, it shall request one from the Offeror. The Offeror shall submit its BAFO and any BAFO received after the deadline or not received shall not be considered.

3.13 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

3.13.1 The Offeror may modify or withdraw a proposal before the proposal due date and time.

3.13.2 Any change, addition, deletion of attachment(s) or data entry of an Offer may be made prior to the deadline for submittal of offers.

3.14 MISTAKES IN PROPOSALS

3.14.1 Mistakes shall not be corrected after award of contract.

3.14.2 When the Procurement Officer knows or has reason to conclude before award that a mistake has been made, the Procurement Officer should request the Offeror to confirm the proposal. If the Offeror alleges mistake, the proposal may be corrected or withdrawn pursuant to this section.

3.14.3 Once discussions are commenced or after best and final offers are requested, any priority-listed Offeror may freely correct any mistake by modifying or withdrawing the proposal until the time and date set for receipt of best and final offers.

3.14.4 If discussions are not held, or if the best and final offers upon which award will be made have been received, mistakes shall be corrected to the intended correct offer whenever the mistake and the intended correct offer are clearly evident on the face of the proposal, in which event the proposal may not be withdrawn.

3.14.5 If discussions are not held, or if the best and final offers upon which award will be made have been received, an Offeror alleging a material mistake of fact which makes a proposal non-responsive may be permitted to withdraw the proposal if: the mistake is clearly evident on the face of the proposal but the intended correct offer is not; or the Offeror submits evidence which clearly and convincingly demonstrates that a mistake was made.

Technical irregularities are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without

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prejudice to other Offerors; that is, when there is no effect on price, quality, or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Procurement Officer may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the State. Examples include the failure of an Offeror to: return the number of signed proposals required by the request for proposals; sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror's intent to be bound; or to acknowledge receipt of an amendment to the request for proposal, but only if it is clear from the proposal that the Offeror received the amendment and intended to be bound by its terms; or the amendment involved had no effect on price, quality or quantity.

SECTION FOUR
EVALUATION CRITERIA

Evaluation criteria and the associated points are listed below. The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

The total number of points used to score this contract is 100.

- A. Offeror's Transmittal Letter (0 points)
- B. Experience and Capabilities (10 points)
 - 1. Offeror clearly described in detail and gave examples of how they have past experiences in coordinating successful public awareness campaigns.
 - 2. Offeror demonstrated through past experience an understanding of how to develop a marketing plan.
- C. Current Status of the Public Understanding of LTSS (5 points)
 - 1. Offeror clearly explained the need for public awareness of the problem surrounding LTSS and its financing.
 - 2. Offeror summarized the current status of the public's understanding of LTSS.
- D. Problem Statement (5 points)
 - 1. Offeror clearly articulated the challenges in public policy to finance LTSS in home and community based settings.
- E. Goals and Objectives: (20 points)

Offeror detailed the objectives to address the following goals:

 - 1. Hawaii residents are informed about the need for LTSS.
 - 2. Hawaii residents understand the associated risks of not being prepared for LTSS.
 - 3. Hawaii residents are educated on the costs of LTSS.
 - 4. Hawaii residents have resources to navigate the complexities of planning for LTSS.
- F. Strategies (30 points)

Offeror clearly described its strategies for the following components:

 - 1. Description of the market segmentation and targeting.
 - a. Offeror described strategy to divide a broad target market into a subset of consumers who have common needs
 - b. Offeror detailed its targeting efforts to these various subsets.
 - c. Offeror explained its various messages for the target audiences

2. Description of the media relations strategies that the Offeror shall implement.
 - a. Offeror clearly explained the various strategies and multiple media outlets to implements to mitigate potential barriers and to ensure the messages are successful.
- E. Activities and Implementation Plan (20 points)
 1. Offeror shall submit a detailed implementation plan that addresses the components of the public awareness campaign. The implementation plan should be a detailed document that outlines the goals and tangible activities that describes each component.
 2. Offeror shall explain how they will contract/administer for an independent evaluation of the campaign.
- G. Budget to include the following categories, among other things (10 points)
 1. Media
 2. Production
 3. Fees
 4. Research and evaluation

SECTION FIVE

CONTRACTOR SELECTION AND CONTRACT AWARD

5.1 EVALUATION OF PROPOSALS

The Procurement Officer, or an evaluation committee of at least three (3) people selected by the Procurement Officer, shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

Prior to holding any discussion, a priority list shall be generated consisting of offers determined to be acceptable or potentially acceptable. However, proposals may be accepted without such discussions.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may limit the priority list to the three highest ranked, responsible Offerors.

5.2 DISCUSSION WITH PRIORITY LISTED OFFERORS

The State may invite priority listed Offerors to discuss with their proposals to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, generally within the timeframe indicated in *RFP Schedule and Significant Dates*. The State may also conduct discussions with priority listed Offerors to clarify issues regarding the proposals before requesting Best and Final Offers, if necessary.

5.3 AWARD OF CONTRACT

Method of Award. Award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria set forth in the RFP.

5.4 RESPONSIBILITY OF OFFERORS

Offeror is advised that in order to be awarded a contract under this solicitation, Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

The State will verify compliance on Hawaii Compliance Express (HCE).

Hawaii Compliance Express. The HCE is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the

necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Vendors/contractors/service providers should register with (HCE) prior to submitting an offer at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment.

Timely Registration on HCE. Vendors/contractors/service providers are advised to register on HCE soon as possible. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

5.5 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract.

5.6 PUBLIC EXAMINATION OF PROPOSALS

Except for confidential portions, the proposals shall be made available for public inspection upon posting of award pursuant to HRS §103D-701.

If a person is denied access to a State procurement record, the person may appeal the denial to the office of information practices in accordance with HRS §92F-42(12).

5.7 DEBRIEFING

Pursuant to HAR §3-122-60, a non-selected Offeror may request a debriefing to understand the basis for award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The Procurement Officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of written request.

Any protest by the requestor following a debriefing, shall be filed within five (5) working days, as specified in HAR §103D-303(h).

5.8 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Wesley Lum, Director, Executive Office on Aging
250 South Hotel Street Suite 406
Honolulu, Hawaii 96813

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the

date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the PO's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Awards, Notices and Solicitations (PANS), which is available on the SPO website: <http://www.hawaii.gov/spo2/source/>.

5.9 APPROVALS

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General, and to all further approvals, including the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

5.10 CONTRACT EXECUTION

Successful Offeror receiving award shall enter into a formal written contract in the form as in Exhibit B. No performance or payment bond is required for this contract. No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the effective date of contract. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period.

5.11 INSURANCE

5.11.1 Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) in order to be awarded a contract. The type of insurance coverage is listed as follows:

1. Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

2. Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

3. Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.

5.11.2 The Contractor shall deposit with the EOA, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the EOA that the provisions of the Contract have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the EOA during the entire term of the Contract. Upon request by the EOA, the Contractor shall furnish a copy of the policy or policies.

5.11.3 The Contractor will immediately provide written notice to the EOA and contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed up expiration.

5.11.4 The certificates of insurance shall contain the following clauses:

1. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

5.11.5. Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

5.12 REQUIREMENTS FOR PERFORMANCE BONDS – not applicable

5.13 PAYMENT

Incremental payments shall be made to the awarded Contractor on a quarterly basis, upon receipt of reports that meet the expectations of the RFP. The receipt of quarterly reports shall be due based on the timeline submitted by the Contractor in the proposal, or as amended. This section will be adjusted according to scope of work.

5.14 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SECTION SIX

SPECIAL PROVISIONS

6.1 OFFER GUARANTY

A proposal security deposit is NOT required for this RFP.

6.2 INTELLECTUAL PROPERTY RIGHTS

The State reserves the right to unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the work product, and to transfer the intellectual property to third parties for State purposes.

6.3 CERTIFICATION OF OFFEROR CONCERNING WAGES, HOURS AND WORKING CONDITIONS OF EMPLOYEES SUPPLYING SERVICES (include as applicable)

All Offerors for service contracts shall comply with section 103-55, Hawaii Revised Statutes, which provides as follows:

Wages, hours, and working conditions of employees of CONTRACTOR supplying services: Before any prospective Offeror is entitled to submit any offer for the performance of any contract to supply services in excess of \$25,000 to any governmental agency, Offeror shall certify that the services to be performed will be performed under the following conditions:

Wages: The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work.

Compliance with labor laws: All applicable laws of the Federal and State governments relating to workers compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

No contract to perform services for any governmental contracting agency in excess of \$25,000 shall be granted unless all the conditions of this section are met. Failure to comply with the conditions of this section during the period of the contract to perform services shall result in cancellation of the contract.

It shall be the duty of the governmental contracting agency awarding the contract to perform services in excess of \$25,000 to enforce this section.

This section shall apply to all contracts to perform services in excess of \$25,000, including contracts to supply ambulance service and janitorial service.

This section shall not apply to:

- (1) Managerial, supervisory, or clerical personnel.
- (2) Contracts for supplies, materials, or printing.
- (3) Contracts for utility services.
- (4) Contracts to perform personal services under paragraphs (2), (3), (12), and (15) of section 76-16, paragraphs (7), (8), and (9) of section 46-33, and paragraphs (7), (8), and (12) of section 76-77, Hawaii Revised Statutes, (HRS).
- (5) Contracts for professional services.
- (6) Contracts to operate refreshment concessions in public parks, or to provide food services to educational institutions.
- (7) Contracts with nonprofit institutions.

SECTION SEVEN

ATTACHMENTS AND EXHIBITS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Exhibit A: OVERVIEW OF THE RFP PROCESS
- Exhibit B: CONTRACT FORM and AG GENERAL CONDITIONS

**OFFER FORM
OF-1**

15.EOA.PAC
STATE OF HAWAII
DEPARTMENT OF HEALTH, EXECUTIVE OFFICE ON AGING
RFP-15.EOA.PAC

Procurement Officer
DOH/Executive Office on Aging
State of Hawaii
Honolulu, Hawaii 96813

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Federal I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____
Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____ Name and Title (Please Type or Print)

E-mail Address: _____ **
Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

**OFFER FORM
OF-2
RFP 15.EOA.PAC**

Total contract cost for accomplishing the development and delivery of the services.

\$ _____

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

Offeror _____
Name of Company

OVERVIEW OF THE RFP PROCESS

1. The RFP is issued pursuant to Subchapter 6 of HAR Chapter 3-122, implementing HRS §103D-303.
 2. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
 3. Proposals shall be received on HePS. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.
 4. All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.
- 5.4 The Procurement Officer, or an evaluation committee approved by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four.
- 5.5 Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the BAFO is tendered.
- 5.6 If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
- 5.7 Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.
- 5.8 The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.4, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
- 5.9 After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.

- 5.10 The contents of any proposal shall not be disclosed during the review, evaluation, or discussion. Once award notice is posted, all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.**
- 5.11 The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.**
- 5.12 The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.**

Exhibit B
AG-008 103D General Conditions
Attached pages 1- 16

***** Need a copy

